



Purchase Order

[Print Form](#)

City of Newport
169, SW Coast Hwy
Newport, OR 97365

P.O. Date: 06/24/2015

P.O. Number: 402-6110-60100-02

Deliver To:

Company: Elaine Howard Consulting, LLC
Address: 4763 SW Admiral Street
City: Portland
State: OR Zip: 97221
Phone: 503.206.7060 (w) 503.975.3147(c)
Fax: 503.206.7060
Contact Name: Elaine Howard, Principal

Company: City of Newport
Address: 169 SW Coast Highway
City: Newport
State: OR Zip: 97365
Phone: 541-574-0626
Fax: 541-574-0644
Contact Name: Derrick Tokos

| Item | Description | Quantity | Unit Price | Amount |
|-------|---|----------|-------------|-------------|
| | Contractor Elaine Howard Consulting, LLC to develop an Urban Renewal Plan for Port of Newport Industrial property consistent with the quote provided 5/28/15 (See Attachment B (enclosed)) | 1 | \$16,000.00 | \$16,000.00 |
| Total | | | | \$16,000.00 |

THIS PURCHASE ORDER INCORPORATES THE TERMS ON THE REVERSE SIDE. BY ITS SIGNATURE HEREUNDER, CONTRACTOR AGREES TO PERFORM THE SERVICES/PROVIDE THE PRODUCTS DESCRIBED IN CITY'S RFP OR SOLICITATION AND VENDORS RESPONSE THERETO, ALL OF WHICH ARE ATTACHED, FOR THE FEE/AMOUNT SET FORTH THEREIN.

| Fund/Dept | Line/GL Dept | Project Code | Charge Acct |
|-----------|--------------|--------------|-------------|
| 402 | 6110 | | 60100 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Notes:

Authorizations:

Derrick Tokos

Department Director

MH 6/24/15

Finance Director

DM 6/25/15

City Manager

Elaine Howard 6/26/15

Contractor's Authorized Signature

Elaine E Howard

Contractor's Printed Name

Submit this for signature with all documentation

TERMS OF CITY'S PURCHASE ORDER

1. In the course of providing Services under this Purchase Order, Contractor may have contact with the public. Contractor will maintain good relations with the public. The City may treat the failure to maintain good relations with the public as a non-curable breach of this Purchase Order and may disqualify Contractor from future work for the City.
2. Contractor shall be compensated as described in the Purchase Order. Unless otherwise set forth in the Purchase Order, Contractor shall begin Services on the Effective Date and shall complete Services no later than such date set forth in the Purchase Order or as agreed upon in writing by the parties.
3. Contractor certifies that: (a) Contractor is an independent contractor as defined by ORS 670.700 and not an employee of City, shall not be entitled to benefits of any kind to which an employee of City is entitled and shall be solely responsible for all payments and taxes required by law. In the event that Contractor is found by a court of law or any administrative agency to be an employee of City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Contractor under the terms of this Agreement, to the full extent of any benefits or other remuneration Contractor receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make (to Contractor or to a third party) as a result of the finding. (b) Contractor is not an officer, employee or agent of the City as those terms are used in ORS 30.265. (c) No employee of the City, or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from Contractor, either directly or indirectly, in connection with this Agreement, except as specifically declared in writing. (d) Contractor currently has a City business license or will obtain one prior to delivering Services under this Agreement.
4. City has relied upon the professional ability and training of Contractor as a material inducement to enter into this Agreement. Contractor warrants that all its work will be performed with good workmanship and in accordance with generally accepted professional practices and standards of the industry in which Contractor operates as well as the requirements of applicable federal, state and local laws. Contractor's work will conform to the requirements of this Purchase Order. Acceptance of Contractor's work by City shall not operate as a waiver or release of this warranty. Contractor is fully liable for the acts and omissions of Contractor and Contractor's subcontractors which cause any damage, injury, death, property damage or loss to any person or property. Contractor will indemnify and defend the City, its officers, agents, employees and volunteers and hold them harmless from any and all liability, causes of action, claims, losses, damages, judgments or other costs or expenses including attorney's fees that may be asserted by any person or entity which in any way arise from, during or in connection with the performance of the work described in this Agreement. Contractor's indemnification shall also cover claims brought against the City under state or federal workers' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.
5. Contractor and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement. The insurance shall cover all activities of the Contractor arising directly or indirectly out of Contractor's work performed hereunder, including the operations of its subcontractors of any tier.
6. At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Contractor. If City terminates the Agreement pursuant to this Section due to no fault of Contractor, City shall pay Contractor for all approved and undisputed services rendered up to the date of termination. City may modify or terminate this Agreement without cause effective upon delivery of written notice to Contractor, or at such later date as may be established by City.
7. For a period of not less than three years after City's final payment to Contractor, Contractor shall permit the City, the State of Oregon and the Federal Government (if State or Federal funding is involved) to have access to all books, documents, papers and records of Contractor which are pertinent to the Services provided hereunder for purposes of audit, examination, excerpts and transcripts. Contractor shall retain those records for at least three years, or until litigation is resolved if litigation is instituted.
8. Neither City nor Contractor shall be considered in default because of any delays in completion and responsibilities due to causes beyond the control and without fault or negligence on the part of the parties so disabled, including but not restricted to, an act of nature or of a public enemy, civil unrest, earthquake, fire, flood, epidemic, quarantine restriction, strike, freight embargo, unusually severe weather; provided that the parties so disabled shall notify the other party in writing of the cause of delay. Each party shall make reasonable efforts to remove or eliminate the cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligations under the Agreement.
9. Contractor agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations, including, but not limited to those in Exhibit A. Contractor also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.
10. Contractor will perform additional work as may be necessary to correct errors in Services performed under this Agreement without undue delay and without additional cost.
11. The provisions of this Agreement shall be construed in accordance with the laws of the State of Oregon. Any action or suits involving any question arising under this Agreement will be brought in the appropriate court of the State of Oregon. In any action arising under this Agreement, the losing party shall pay such sum as the court may adjudge including reasonable attorney fees and court costs. Contractor shall comply with all applicable federal, state and local laws, rules and regulations, including, but not limited to, requirements concerning working hours, overtime, medical care, workers compensation insurance, health care payments, payments to employees and subcontractors and income tax withholding contained in ORS Chapter 279, some provisions of which are attached to this Agreement as Exhibit A. All Contractor's work product accomplished under this Agreement, whether in the form of designs, drawings, as-builts, diagrams, specifications, reports, or other writings, shall become the exclusive property of the City. The City is the owner of any copyrights thereto, upon City's final payment to Contractor. This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement.

EXHIBIT A

279B.220 Conditions concerning payment, contributions, liens, withholding. The contractor shall: 1. Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract. 2. Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract. 3. Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished. 4. Pay to the Department of Revenue all sums withheld from employees under ORS 316.167. 5. In addition to the conditions specific in subsection 1-4 above, every public improvement contract shall contain a condition that the contractor shall demonstrate that an employee drug testing program is in place. (279C.505)

279C.515 Conditions concerning payment of claims by public officers, payment to persons furnishing labor or materials and complaints. 1. If the contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the contractor or a subcontractor by any person in connection with the public improvement contract as the claim becomes due, the proper officer or officers representing a municipality, may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become due the contractor by reason of the contract. 2. If the contractor or a first-tier subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract within thirty days after receipt of payment from the contracting agency or a contractor, the contractor or first-tier subcontractor shall owe the person the amount due plus interest charges commencing at the end of the ten day period that payment is due under ORS 279C.580 (4) and ending upon final payment, unless payment in ORS 279C.580. The rate of interest charged to the contractor or first-tier subcontractor on the amount due shall equal three times the discount rate on 90 day commercial paper in effect at the Federal Reserve Bank in the Federal Reserve district that includes Oregon on the date that is thirty days after the date when payment was received from the contracting agency or from the contractor, but the rate of interest may not exceed thirty percent. The amount of interest may not be waived. 3. If the contractor or a subcontractor fails, neglects or refuses to make payment to a person furnishing labor or materials in connection with the public improvement contract, the person may file a complaint with the Construction Contractors Board, unless payment is subject to a good faith dispute as defined in ORS 279C.580. 4. The payment of a claim in the manner authorized in this section does not relieve the contractor or the contractor's surety from obligation with respect to any unpaid claims.

279B.230 Condition concerning payment for medical care and providing workers' compensation. (see 279C.530 for public improvement contracts) 1. The contractor shall promptly, as due, make payment to any person, co-partnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services. 2. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. [2003 c.794 §76c].

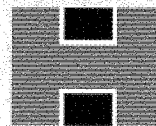
279B.020, 279B.235; 279C.520, 279C.540 Conditions concerning hours of labor. 1. An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work. 2. A person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055 (or 279C.100) the employee shall be paid at least time and a half pay: (a) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or (b) For all overtime in excess of ten hours in any one day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and (c) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020 (or ORS 279C.540). 3. In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime. 4. Persons employed shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

279C.830 Relating to prevailing rate of wage in public works contracts. 1. In the event this contract is a public works contract, the parties shall state in the contract the existing state prevailing rate of wage and if applicable, the federal prevailing rate of wage required under the Davis-Bacon Act that may be paid to workers in each trade or occupation required for the public works employed in the performance of the contract either by the contractor or subcontractor or other person doing or contracting to do the whole or any part of the work contemplated by the contract. When the prevailing rates of wage are available electronically or are accessible on the Internet, the rates may be incorporated into the specifications by referring to the electronically accessible or Internet-accessible rates and by providing adequate information about how to access the rates. 2. Every contract and subcontract shall contain a provision that the workers shall contain a provision that the works shall be paid not less than the specified minimum hourly rate of wage in accordance with ORS 279C.838 and 279C.840. 3. Contractor will pay to the Commissioner of the Bureau of Labor and Industries (BOLI) a fee as provided in ORS 279C.825(1). The fee shall be paid to the commissioner under the administrative rule of the commissioner. 4. Every contract for public works shall contain a provision stating that the contractor and every subcontractor must have a public works bond filed with the Construction Contractors Board before starting work on the project, unless exempt under ORS 279C.836 (4), (7), (8) or (9).

Newport Urban Renewal Plan RFQ

ECONorthwest

ECONOMICS • FINANCE • PLANNING



ELAINE HOWARD
CONSULTING, LLC

JMLauner

Jeannette M. Launer Attorney

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May 28, 2015

Derrick I. Tokos, AICP
Community Development Director
City of Newport
169 SW Coast Highway
Newport, Oregon 97365

Dear Derrick:

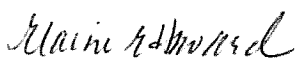
Thank you for the opportunity to respond to the City of Newport's Request for Quotes for the preparation of an urban renewal plan for the US 101 / US 20 / Agate Beach (large option) area, and for an urban renewal plan for the Port's International Terminal property. Our team is composed of Elaine Howard Consulting, ECONorthwest, and Jeannette Launer. I will be the project manager for this project and will serve as the primary contact person. Elaine Howard Consulting is a limited liability corporation, and I am the principal of the LLC. We believe we are excellent candidates for this project due to our history of work with the City of Newport (including the URA feasibility study and the Economic Opportunity Analysis), our vast experience with urban renewal public outreach (including working with advisory committees and presenting public information in an understandable format), the number of urban renewal plans and reports we have written (both together as a team, and separately), and our ability to complete projects on time and on budget.

Not only do we work with clients on specific urban renewal projects, we also support urban renewal as a tool through our education and speaking commitments and tracking of legislative issues on urban renewal. We are active members of the Association of Oregon Redevelopment Agencies (AORA) and provide ongoing support to urban renewal agencies by helping to educate on this issue.

Our team, both together and separately, has completed 27 urban renewal plans. We have worked with numerous advisory committees and facilitated many open houses. We have also completed a number of substantial amendments, as shown in the attached RFQ response (amendments that must be done in the same manner as an initial urban renewal plan). We partner extremely well and will supply you with all of the skills you need to complete this project.

We look forward to the opportunity to work with you on the urban renewal planning for the city of Newport.

Sincerely,



Elaine Howard, Principal
Elaine Howard Consulting, LLC
4763 SW Admiral Street
Portland, Oregon 97221

503.206.7060 office 503.975.3147 cell Fax 503.206.7060 elaine@elainehowardconsulting.com

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|---|----|
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Proposer Qualifications

Our team has worked on a variety of urban renewal plans, some very straightforward and others very detailed and complex. ECONorthwest prepared the feasibility study for this project, providing us with a strong base of knowledge on the project. Elaine Howard will be the overall project manager and be the lead for all public input and presentations. A list of her presentations is shown below. Nick Popenuk from ECONorthwest would lead the financial analysis on the project. Jeannette Launer would provide legal advice as needed.

1. Prime Consultant and Contact Person for this RFP:

Elaine Howard Consulting, LLC

4763 SW Admiral Street

Portland, Oregon 97221

Specialty of the firm: Urban renewal consulting

Contact person:

Elaine Howard: 503.206.7060 (o) 503.975.3147 (c) | elaine@elainehowardconsulting.com

Elaine Howard is the principal of Elaine Howard Consulting, LLC, a firm that specializes in creating vibrant cities using urban renewal/tax increment financing as an implementation tool. In addition to working with over 30 Oregon cities in their urban renewal planning, Elaine has a background in both private development and as a project manager for the Portland Development Commission, the City of Portland's urban renewal agency. Her vast experience in both public and private sector development allows her to discern critical issues in communities, communicate effectively with stakeholders, and help communities develop plans to implement their visions. In this project, she will be especially effective in the public input and the preparation of the urban renewal plan.

2. Sub-consultants:

ECONorthwest

222 SW Columbia St., #1600

Portland, Oregon 97201

Specialty of the firm: Economic and financial consulting

Contact person:

Nick Popenuk, Project Manager: 503.222.6060 | popenuk@econw.com

ECONorthwest specializes in the application of economic and financial principles and methods to the evaluation of public policies and investments. Incorporated in 1974, ECONorthwest has completed more than 3,000 projects for public and private clients.

Newport Urban Renewal Plan RFQ

ECONorthwest has a staff of over 40 people; personnel have advanced degrees and decades of work experience in planning, development, economics, finance, and public policy.

ECONorthwest staff have extensive experience in all aspects of urban renewal, including: initial feasibility studies, writing and adopting urban renewal plans and reports, tax increment finance projections to support bond sales and other loans, creating public-private partnerships to implement urban renewal projects, and closing down successful urban renewal areas. Our technical analysis is unparalleled and we have created cutting edge models to help jurisdictions accurately forecast tax increment finance (TIF) revenues. In recent years, these TIF forecasts have been included in feasibility studies supporting the sale of over \$250 million in urban renewal bonds.

Jeannette M. Launer, Attorney

70 SW Century Drive Ste. 100-502

Bend, Oregon 97702

Specialty of the firm: Urban renewal law

Contact person:

Jeannette Launer: 503.502.1030 | jeannette.m.launer@gmail.com

Jeannette is the preeminent urban renewal attorney in the state. Her vast experience allows her to answer legal issues efficiently.

Urban Renewal Plans

Our team has years of experience with urban renewal planning, assisting public agencies with land-use and development issues, and tax increment finance projects. In the past five years, we have conducted urban renewal planning efforts throughout Oregon as shown in the list below. We have also noted where there has been an advisory committee that we have facilitated. The ability to help an advisory committee review issues and come to decisions in a timely manner will be especially critical in this project. We have deep experience in facilitating public involvement processes and advisory committees.

Past Urban Renewal Plans

- La Pine (2014, Full Team, advisory committee)
- Gold Beach Urban Renewal Plan (2012, Full Team, advisory committee)
- McMinnville Urban Renewal Plan (2012, Full Team, advisory committee)
- Lake Oswego: Lake Grove Village Center* (2012, Full Team, advisory committee)

Elaine Howard Consulting, LLC JM Launer

ECONorthwest

Newport Urban Renewal Plan RFQ

- Lake Oswego: Foothills* (2012, Full Team, advisory committee)
- Wilsonville TIF Zones (6 plans) (2013, Full Team)
- Hillsboro Urban Renewal Plan (2012, ECONorthwest, advisory committee)
- Beaverton Urban Renewal Plan (2010, ECONorthwest, advisory committee)
- Albany - Oak Creek (2007, Elaine Howard, Jeannette Launer)
- Bend - Murphy Crossing (2008, Elaine Howard, Jeannette Launer)
- Bend - Deschutes County (2008, Elaine Howard, Jeannette Launer)
- Bend Municipal Airport (2008, Elaine Howard, Jeannette Launer, advisory committee)
- Boardman - Central* (2008, Elaine Howard, Jeannette Launer)
- Carlton (assisted LCOG) (2009, Elaine Howard, Jeannette Launer)
- Hood River Waterfront* (2008, Elaine Howard, Jeannette Launer)
- Hood River County – Windmaster (2007, Elaine Howard, Jeannette Launer)
- Hood River Heights (2011, Elaine Howard, Jeannette Launer)
- Lebanon - North Gateway (2008, Elaine Howard, Jeannette Launer)
- Lowell – Downtown (2008, Elaine Howard, Jeannette Launer)
- Salem - South Waterfront (2007, Elaine Howard, Jeannette Launer)
- Wilsonville - SW 85th Avenue (2011, Elaine Howard, Jeannette Launer)
- Wood Village* (2010, Elaine Howard, Jeannette Launer)

**A feasibility study was also completed.*

Newport Urban Renewal Plan RFQ

Substantial Amendments

Our team has completed numerous substantial amendments. Substantial amendments require the full process of adopting an original urban renewal plan.

- Portland Development Commission
 - North Macadam Urban Renewal Plan Substantial Amendment (2015, Elaine Howard Consulting, LLC and Jeannette Launer)
 - Central Eastside Urban Renewal Plan Substantial Amendment (2015, Elaine Howard Consulting, LLC and Jeannette Launer)
- Sandy Urban Renewal Plan Substantial Amendment (ongoing, 2015, full team)
- Harrisburg Urban Renewal Plan Substantial Amendment (2015, full team, advisory committee)
- Harrisburg Urban Renewal Plan Substantial Amendment (2014, full team. Due to potential MI issues, advisory committee)
- Lincoln City Urban Renewal Plan Substantial Amendment (2014, Elaine Howard Consulting, LLC and Jeannette Launer)
- Lebanon Northwest Substantial Amendment (2012, full team)
- Sherwood Substantial Amendment (2012, full team)
- Keizer North River Road Substantial Amendment (2012, full team)
- Tillamook Substantial Amendment (2012, full team)
- Bandon Area II Substantial Amendment (2012, Elaine Howard Consulting, LLC and Jeannette Launer, advisory committee)
- Astoria Astor East Substantial Amendment (2010 Elaine Howard Consulting, LLC and Jeannette Launer)
- Philomath Substantial Amendment (2010 Elaine Howard Consulting, LLC and Jeannette Launer)
- Portland Development Commission
 - Interstate Corridor Urban Renewal Area Substantial Amendment (2009) (Elaine Howard Consulting, LLC)
 - Convention Center Urban Renewal Area Substantial Amendment (2009) (Elaine Howard Consulting, LLC)

Newport Urban Renewal Plan RFQ

Presentations on Urban Renewal

Our team has vast experience explaining urban renewal to communities throughout Oregon. In the majority of the urban renewal plans listed above, we also made presentations to explain the background of urban renewal. In addition, Elaine has made Urban Renewal 101 presentations for city council/advisory committees and/or specific urban renewal consultations with the following cities:

| | | | |
|------------|-------------|-------------|--------------|
| La Grande | Tigard | Oregon City | Phoenix |
| Winston | Talent | Harrisburg | Jacksonville |
| Gold Beach | McMinnville | Hood River | Sherwood |
| Veneta | Coos Bay | Corvallis | La Pine |
| Prineville | | | |

Other presentations/relevant education work by Elaine Howard:

- 2011 Council of Development Finance Associations National Meeting in Portland
- 2011 Oregon Main Street
- 2012 Oregon Economic Development Association: UR 101
- 2012 Oregon League of Cities Annual Meeting
- 2013 Oregon Municipal Finance Officers Association Spring Meeting
- 2013 Association of Oregon Redevelopment Agencies meeting presentation on tracking Maximum Indebtedness
- 2013 Oregon League of Cities Seminars (2)
- Elaine Howard Consulting, LLC and ECONorthwest are co-authors of the Oregon Urban Renewal Best Practices Handbook authored for the Association of Oregon Redevelopment Agencies (AORA) in 2014.
- Elaine Howard Consulting, LLC also co-authored the History of Urban Renewal 2002-2012 for AORA.
- Scheduled for the 2015 OCCMA conference, and the Oregon League of Cities 2015 conference.

Capacity to Complete Work within the Timeframe

Our team is available to commence work immediately and has no problems with completing work within your timeframe. We anticipate the project will take 4-6 months depending on the number of meetings for public participation. We recommend starting work on the project immediately in order to complete work on time.

Fee Schedule

The urban renewal plan would cost approximately \$27,000, depending on the number of public meetings and potential changes as a result of those meetings. A budget for meetings in Newport is shown in Attachment A. The budget includes 7 meetings, including 7 advisory committee meetings with 2 open houses on the same dates. If additional meetings are added, we will bill at our hourly rate plus expenses, as outlined in this budget. There are 14 hours for preparation of materials, 2 hours for each meeting. It may be that this amount of time is not required, and if not, we will only bill for time actually worked.

Expenses may include the cost of the databases from the County for the financial analysis, printing of any documents/maps for public meetings or staff meetings, and travel to and from Newport. All expenses are billed at cost. The only expenses included in the cost estimate are the travel costs.

Items Required from the City

Our analysis will require the following items and information from the city. Some of this information, however, has already been provided to us as part of the feasibility study work that ECONorthwest completed last year, and therefore would only require verification and/or updating by the City:

- GIS data (identification of properties, acreages, zoning, comprehensive plan designations, and assessor's information) and mapping for the district.
- Copies of the comprehensive plan, economic development plan, if any, transportation systems plan, and any master plans for water, storm water, sewer systems. Assistance in reviewing those plans for projects within the boundary area.
- Input on planned or needed public improvements, including planning level estimates of scope and cost.
- Review of draft urban renewal plan components, including goals and objectives, projects, amendments, relationship to local objectives, and other components of the urban renewal plan.

Newport Urban Renewal Plan RFQ

- Review of the draft urban renewal report, including financial feasibility and maximum indebtedness calculations.
- Legal description of the urban renewal area.
- Administrative assistance for scheduling and publicizing meetings.
- Legal review of notices, ordinances, and other documents, if needed. Our legal counsel will review on our end.
- Mailing of required notices, including super notice.
- Costs for published notices.
- Minutes of public meetings including advisory committee meetings.

Port Urban Renewal Plan

Our team also has background in urban renewal plans that include industrial properties. Elaine Howard Consulting, LLC worked with the City of Hood River and the Port of Hood River to put together the Hood River Waterfront Urban Renewal Plan, a very successful plan that included delicate negotiations between the Port and the city on the proposed project list and expenditures. She also worked on the Albany Oak Creek Urban Renewal Plan, Lebanon Northwest Urban Renewal Plan, Keizer Urban Renewal Plan, and the Redmond Industrial Airport Urban Renewal Plan, all industrial plans.

Our team also has a history working with Columbia County on their Port Westward Urban Renewal Area, and we currently represent the Port on a long-term contract to serve as their designated urban renewal team, handling all technical and administrative aspects of managing the urban renewal area.

Fee schedule for Port Urban Renewal Plan

If both of these projects can be prepared together, there will be savings on the total cost, mostly through savings on travel costs to Newport. The public input and adoption processes would only have the added time it would take to discuss the Port Urban Renewal Plan. There would not be no increased travel costs unless there were meetings solely for the Port Urban Renewal Plan.

A budget for the preparation of an urban renewal plan and report for the Port property is shown below as Exhibit B. The estimated cost is \$16,000. This includes reviewing Port urban renewal issues at four meetings for one hour each. We estimated four meetings as the project list and boundary should be more definite. We cut the time for preparation of the Plan and Report in anticipation, again, that the goals and objectives and projects would be more definite. We only bill for time worked, so if this project takes less time, you will see a savings. However, having worked on as many plans and amendments as we have, we have a very good handle on the actual time involved in preparing a new plan. This plan budget is pretty tight. We reserve the right to transfer time between categories as sometimes one area takes more time than thought while another takes less time.

Port Items Required from the City

The items required from the city include the following:

- GIS data (identification of properties, acreages, zoning, comprehensive plan designations, and assessor's information) and mapping for the district.
- Copies of the comprehensive plan, economic development plan, if any, transportation systems plan, and any master plans for water, storm water, sewer systems. Assistance in reviewing those plans for projects within the boundary area.
- Input on planned or needed public improvements, including planning level estimates of scope and cost.
- Review of draft urban renewal plan components, including goals and objectives, projects, amendments, relationship to local objectives, and other components of the urban renewal plan.
- Review of the draft urban renewal report, including financial feasibility and maximum indebtedness calculations.
- Legal description of the urban renewal area.
- Administrative assistance for scheduling and publicizing meetings.
- Legal review of notices, ordinances, and other documents, if needed. Our legal counsel will review on our end.
- Mailing of required notices, including super notice.
- Costs for published notices.
- Minutes of public meetings including advisory committee meetings.

Attachment A Budget for Newport Large Option

| | | | | | | | |
|---|--------|-------|-------|-------|-----|-----|--------|
| Meetings | 185 | 95 | 150 | 80 | 60 | | |
| Kick off Meeting with Staff | 2 | | | | | | |
| CAC 7 meetings | 14 | | | | | | |
| Open House - 2 | 2 | | | | | | |
| Administration time with Meetings/prep of materials | 14 | | | | | | |
| Sub-Total hours meetings | 32 | 0 | 0 | 0 | 0 | 0 | |
| Sub-Total cost meetings | 5,920 | 0 | 0 | 0 | 0 | 0 | 5,920 |
| Financial/Project Analysis | | | | | | | |
| Prepare documents | | | | | | | |
| • Urban Renewal Plan | 12 | | | | | | |
| • Urban Renewal Report on Amendment | 16 | 12 | 20 | 15 | 10 | | |
| Advisory time with staff on other documents | 3 | | | | | | |
| Legal Counsel | | | | | | 500 | |
| Sub-Total hours documents | 31 | 12 | 20 | 15 | 10 | | |
| Sub-Total cost documents | 5,643 | 1,140 | 3,000 | 1,200 | 600 | | 11,583 |
| Sum of Meetings and Documents | 11,563 | 1,140 | 3,000 | 1,200 | 600 | 500 | 18,003 |
| Travel Cost | 8,385 | | | | | | 8,385 |
| Total Cost | | | | | | | 26,387 |

Estimated Travel Costs - 7 trips

| | | | |
|-------------------|---------|-------|---------|
| Elaine | | | |
| Travel to Newport | 5 hours | \$185 | \$925 |
| Mileage | 264 | 0.56 | \$148 |
| Hotel | | | \$100 |
| Meals | | | \$25 |
| | | | \$1,198 |

Attachment B Budget for Port Urban Renewal Plan

| Port Urban Renewal Plan | | | | | | | |
|---|--------|-------|-------|--------------|---------|-------|---------------|
| | Elaine | Tessa | Nick | ECO Research | Rob/GIS | Legal | Subtotal |
| Meetings | 185 | 95 | 150 | 80 | 60 | | |
| Kick off Meeting with Staff/Review of documents | 3 | | | | | | |
| CAC 4 meetings | 4 | | | | | | |
| Open House - 2 | 1 | | | | | | |
| Administration time with Meetings/prep of materials | 5 | | | | | | |
| Sub-Total hours meetings | 13 | 0 | 0 | 0 | 0 | 0 | |
| Sub-Total cost meetings | 2,405 | 0 | 0 | 0 | 0 | 0 | 2405 |
| Financial/Project Analysis | | | | | | | |
| Prepare documents | | | | | | | |
| • Urban Renewal Plan | 10.5 | | | | | | |
| • Urban Renewal Report on Amendment | 12 | 12 | 28 | 28 | 20 | | |
| Legal Counsel | | | | | | 500 | |
| Sub-Total hours documents | 22.5 | 12 | 28 | 28 | 20 | | |
| Sub-Total cost documents | 4,163 | 1,140 | 4,200 | 2,240 | 1,200 | 500 | 13,443 |
| Total Cost | 6,568 | 1,140 | 4,200 | 2,240 | 1,200 | 500 | 15,848 |